

State of Iowa

Medication Therapy Management Program

Request for Proposals

(005-SOI-MTM)



Issued by:

The State of Iowa

*April 2010*

**State of Iowa**  
**Request for Proposals**

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## **SECTION 1. BACKGROUND AND CURRENT PLAN INFORMATION**

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Information regarding the State's benefit programs is available on the State's web site:  
<http://benefits.iowa.gov/>.

### **1.1 Purpose**

The State of Iowa (the State) is interested in designing a Medication Therapy Management (MTM) program for inclusion in the State's benefit offering. The MTM program proposal shall be comprised of the following components:

- ✓ Covered services compliant with the American Pharmacist's Association (APhA)/National Association of Chain Drug Stores (NACDS) Foundation Core Elements of an MTM Service
  - Medication Therapy Review
  - Patient Medication Record (PMR)
  - Medication Action Plan (MAP)
  - Intervention and/or Referral
  - Documentation and Follow-up
- ✓ Program Design and Covered Services
- ✓ MTM System Design and Access
- ✓ Network Development and Management
- ✓ Performance Measures and Quality Assurance
- ✓ Payment Processing and Billing Platform
- ✓ Data and Reporting

### **1.2 Background**

The State seeks proposals from Medication Therapy Management (MTM) Vendors in order to be compliant with Senate File 2531, Amendment 8640 which requires that:

Prior to July 1, 2010, the department of administrative services shall utilize a request for proposals process to contract for the provision of medication therapy management services beginning July 1, 2010, for eligible employees who meet any of the following criteria:

1. An individual who takes four or more prescription drugs to treat or prevent two or more chronic medical conditions.
2. An individual with a prescription drug therapy problem who is identified by the prescribing physician or other appropriate prescriber, and referred to a pharmacist for medication therapy management services.
3. An individual who meets other criteria established by the third-party payment provider contract, policy, or plan.

The resulting contract shall require the selected company to provide annual reports to the general assembly detailing the costs, savings, estimated cost avoidance and return on investment, and patient outcomes related to the medication therapy management services provided. The company shall guarantee annual savings, including any savings associated with cost avoidance at least equal to the program's costs with any shortfall amount refunded to the state.

## **SECTION 1. BACKGROUND AND CURRENT PLAN INFORMATION**

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As a proof of concept in the program for the period beginning July 1, 2010, and ending June 30, 2011, the company shall offer a dollar for dollar guarantee for drug product costs savings alone. Prior to entering into a contract with a company, the department and the company shall agree on the terms, conditions, and applicable measurement standards associated with the demonstration of savings.

The Department of Administrative Services (DAS) shall verify the savings reported by the company was performed in accordance with the agreed upon measurement standards. DAS administers the State Employee Health Insurance program. DAS shall determine the quantity, quality, and acceptability of work and materials purchased under this service agreement. DAS shall decide all questions regarding performance and fulfillment of the service agreement, including the obligations of the Vendor.

### **1.3 Medication therapy management (MTM)**

By Medication Therapy Management the State means a partnership of the pharmacist, the participant and other health professionals that promotes the safe and effective use of medications and helps participants achieve the targeted outcomes from medication therapy.

We believe any MTM program we will implement must include the analytical, consultative, educational and monitoring services provided by pharmacists to help consumers get the best results from medications through enhancing consumer understanding of medication therapy, increasing consumer adherence to medications, controlling costs, and preventing drug complications, conflicts, and interactions.

The State's program will allow for a clinical pharmacist to provide medication therapy management services through review of a list of medications the patient provides. The things the pharmacist shall be looking at include drug interactions, duplications of drugs from the same family, doses, routes of administration, and the formulary the patient is using. This review will also include evaluating medication habits to see where the participant may be able to optimize the benefit a participant receives.

The provision of the State's MTM services will require pharmacists to collaborate with both patients and prescribers to resolve medication-related complications. This program will allow each MTM-eligible participant a covered an annual Comprehensive Medication Review (CMR), inclusive of an interactive, person-to-person consultation. In addition to the annual Comprehensive Medication Review, quarterly targeted medication reviews are also required. Appropriate MTM services should also be provided on an ad hoc basis as medication-related complications are identified.

## **SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS**

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### **2.1 RFP Coordinator**

The RFP Coordinator, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Sheryl Jensen  
RFP Coordinator  
DAS-HRE  
1305 E Walnut, Level A  
Des Moines IA 50319  
515-281-5509  
515-281-5102 (fax)  
SHERYL.JENSEN@iowa.gov

### **2.2 Restriction on Communication**

From the date of issuance of this RFP until announcement of the successful vendor, vendors may contact only the RFP Coordinator. The RFP Coordinator will respond only to written questions (including e-mail) regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the RFP Coordinator in accordance with the timeline set forth in this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss the RFP orally or in writing, with any other employee of the State of Iowa, the vendor may be disqualified. Vendors may continue to communicate with State staff regarding other business matters relative to State business.

### **2.3 Procurement Timetable**

The dates set forth below are for informational purposes only. The State reserves the right to change the dates.

Action	Date
Invitation to Submit Proposal Issued	April 30, 2010
Deadline for Receipt of Vendor Questions	May 5, 2010
State Issues Response To Vendor Questions	May 7, 2010
Proposal Receipt Deadline	May 17, 2010
Proposals Evaluated and Scored.	
Vendor Notification.	June 4, 2010
Service agreement written, reviewed and signed by parties.	June 2010
Vendor & State Implementation of Program	June, 2010
Program Begins	July 1, 2010

## **SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS**

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### **2.4 Submission of, and Responses to, Written Questions**

All inquiries, including any questions related to the terms and conditions of this RFP, should be made in writing and submitted to the RFP Coordinator at the address noted. Oral inquiries will not be accepted. The RFP Coordinator must receive all inquiries in writing no later than the time and date noted in section 3 above. The State's responses to questions will not identify the submitter and will be posted at <http://das.hre.iowa.gov/index.html>.

### **2.5 Amendment to the Request for Proposal**

The State reserves the right to amend the RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all vendors who requested the original RFP, and will be posted on the DAS web page at <http://das.hre.iowa.gov/index.html>. A vendor's response must include acknowledgement of the addenda.

### **2.6 Submission of Proposals**

The proposal submitted by your company will constitute your company's unqualified consent to all of the procedures below.

**2.6.1.** The proposal submitted in response to this invitation will be considered the only submission after the due date. Revised proposals will not be permitted after proposals are opened, unless the State requests additional or clarifying information. However, prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the RFP coordinator and signed by the vendor. Once a proposal is opened, it will be considered a firm and binding proposal, and may not be withdrawn from consideration.

**2.6.2.** Proposals facsimiled or electronically mailed will not be accepted. It is the vendor's responsibility to ensure that the proposal has been received by the deadline. Post marking by the due date will not substitute for actual receipt.

**2.6.3.** In all cases, no verbal communication shall override written communication from the State of Iowa or the RFP Coordinator. No one is authorized to amend the specifications in any respect by any oral statement or to make any oral representation or interpretation in conflict with the provisions of the specifications.

**2.6.4.** Vendor representatives shall not contact any State official or staff member, other than the RFP Coordinator, to explain, amplify, or discuss submitted proposals. All such communications shall be with the RFP Coordinator. For violation of this provision, the State shall reserve the right to reject the proposal by that vendor. Vendors may continue to communicate with State staff regarding other business matters relative to State business.

## **SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS**

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**2.6.5.** Proposals are to be prepared assuming an effective date of July 1, 2010.

**2.6.6.** Sealed proposals must be clearly identified on the envelope as outlined below and submitted to the RFP Coordinator no later than 4:00 p.m. on the due date noted above. Late proposals will be returned unopened. Five (5) paper copies of the proposal and one (1) electronic file must be submitted to:

Sheryl Jensen  
RFP Coordinator  
DAS-HRE  
1305 E Walnut, Level A  
Des Moines IA 50319  
SHERYL.JENSEN@iowa.gov

The proposals are to be in two parts. One part is to be a sealed "**Medication Therapy Management Program - Technical Proposal**". The second part is to be a sealed "**Medication Therapy Management Program - Cost Proposal**". Cost proposals will only be evaluated if all of the mandatory requirements are met by the vendor in the technical proposal.

Any administrative, travel, or communication/marketing expenses are to be included in the proposal.

### **2.7 Costs of Preparing the Proposal**

Costs incurred for developing a proposal are the sole responsibility of the vendor. There will not be any reimbursement for these costs. If the State should determine that vendor interviews are necessary, any costs associated with oral presentations to the State will be the responsibility of the vendor and will in no way be billable to the State.

### **2.8 Right to Negotiate with Finalists**

The State reserves the right to negotiate benefit plan amendments and/or modifications to financial, administrative, or enrollment arrangements with the vendor(s) selected to administer each of the plans.

### **2.9 Waiver of Deficiencies & Nonmaterial Variations**

The State reserves the right to waive or permit cure of nonmaterial variances in a proposal provided, however, such waiver will be based on the best interests of the State. Nonmaterial variances include minor informalities that do not affect responsiveness, variances that are merely a matter of form or format, variances that do not change the relative standing of other vendors, variances that do not prejudice other vendors, variances that do not change the meaning or scope of the RFP, or variances that do not reflect a material change in the services.

Failure to provide any mandatory requirements or information shall not be considered a nonmaterial variation that the State can waive or permit cure. In the event the State waives or



## **SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS**

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permits cure of nonmaterial variances, such a waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other service agreement requirements if the vendor is awarded the service agreement. The determination of whether a particular matter constitutes a material or nonmaterial variation from the RFP is within the sole discretion of the State.

### **2.10 Rejection of Proposals**

At any time prior to the execution of the written service agreement, the State of Iowa reserves the right to reject any or all proposals at its discretion in whole or in part, to amend and reissue this RFP, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it deems such actions to be in the best interests of the State. A proposal will be rejected outright and not evaluated if a vendor fails to deliver its proposal by 4:00 p.m. central time, on the due date.

### **2.11 Copyrights**

By submitting a proposal, the vendor agrees that the State may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting a proposal, the vendor consents to such copying and warrants and represents that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas that are presented in the proposals.

### **2.12 Public Records and Requests for Confidentiality**

**2.12.1.** All information submitted by a vendor may be treated as a public record by the State unless the vendor properly requests that information be treated as confidential information at the time its proposal is submitted. The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties pursuant to Iowa Code chapter 22.

**2.12.2.** Any request for confidential treatment of information must be included in the transmittal letter with the vendor's proposal. In any such request, the vendor must enumerate the specific grounds under Iowa Code chapter 22 that support the treatment of materials as confidential and must also explain why disclosure of the information is not in the best interest of the public.

**2.12.3.** Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identified to the reader where it appears. All copies of the proposal submitted, as well as the original, must be marked in this manner. Identification of the entire proposal as confidential shall be deemed non-responsive and may disqualify the vendor.

## **SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS**

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**2.12.4.** The information marked confidential shall be treated as confidential information to the extent such information is determined to be confidential under Iowa Code chapter 22 or other provisions by a court of competent jurisdiction.

**2.12.5.** In the event the State receives a request for information marked confidential, written notice shall be given to the vendor prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Iowa Code section 22.8.

**2.12.6.** A vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed by the State as a waiver of any right to confidentiality that a vendor may have had.

### **2.13 Proposals Property of the State**

All proposals become the property of the State of Iowa and will not be returned to the vendor.

### **2.14 Construction of RFP and Laws and Rules**

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting service agreement. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

### **2.15 Release of Claims**

By submitting a proposal, each vendor agrees that it will not bring any claim or have any cause of action against the State of Iowa based on any misunderstanding concerning the information provided in this RFP or concerning the State's failure, negligence or otherwise to provide the vendor with pertinent information as intended by this RFP.

### **2.16 Proposal Duration**

Any submitted proposal shall remain a firm, valid proposal for twelve (12) months after the proposal due date.

### **2.17 Gratuities**

Iowa law provides that it is a felony to offer, promise or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

### **SECTION 3: GENERAL TERMS AND CONDITIONS OF THE SERVICE AGREEMENT**

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The service agreement that will be awarded as a result of this RFP will be based upon the proposal submitted by the successful vendor. The State of Iowa reserves the right to award a service agreement without further negotiation with the successful vendor or to negotiate service agreement terms with the selected vendor if the best interests of the State would be served.

Attached to and made part of this RFP is the State of Iowa's standard service agreement applicable to this RFP (Attachment 1). Inclusion of the service agreement in no way represents an offer to contract.

Proposals must include a redlined (deletions shown with strikeouts, additions shown with underlining) copy of the attached standard service agreement showing any and all change(s) that the vendor would propose to make. Any service agreement language that is not modified with redlining shall be deemed to indicate that the vendor is willing to agree to that service agreement language as written. The number, nature and extent of requested service agreement revisions in each vendor's proposal will be an evaluation factor.

## **SECTION 4: SERVICE REQUIREMENTS AND MINIMUM QUALIFICATIONS**

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### **4.1 Description of Desired Services**

The State of Iowa is seeking proposals from qualified companies to administer a Medication Therapy Management program effective July 1, 2010.

The State's program will allow for a clinical pharmacist to provide medication therapy management services through review of a list of medications the patient provides. The things the pharmacist shall be looking at include drug interactions, duplications of drugs from the same family, doses, routes of administration, and the formulary the patient is using. This review will also include evaluating medication habits to see where the participant may be able to optimize the benefit a participant receives.

The provision of the State's MTM services will require pharmacists to collaborate with both patients and prescribers to resolve medication-related complications. This program will allow each MTM-eligible participant a covered an annual Comprehensive Medication Review (CMR), inclusive of an interactive, person-to-person consultation. In addition to the annual Comprehensive Medication Review, quarterly targeted medication reviews are also required. Appropriate MTM services should also be provided on an ad hoc basis as medication-related complications are identified.

### **4.2 Program Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall:**

- Ensure optimum therapeutic outcomes for targeted beneficiaries through improved medication usage
- Reduce the risk of adverse events
- Be developed in cooperation with licensed and practicing pharmacists and physicians
- Describe the resources and time required to implement the program if using outside personnel and establishes the fees for pharmacists or others
- Be furnished by pharmacists or other qualified providers
- Distinguish between services in ambulatory and institutional settings
- Be coordinated with any care management plan established for a targeted individual under a chronic care improvement program (CCIP)

### **4.3 Member Eligibility Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall incorporate the following eligibility requirements:**

- Inclusion of an individual who takes four or more prescription drugs to treat or prevent two or more chronic medical conditions

## **SECTION 4: SERVICE REQUIREMENTS AND MINIMUM QUALIFICATIONS**

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- Inclusion of an individual with a prescription drug therapy problem who is identified by the prescribing physician or other appropriate prescriber, and referred to a pharmacist for medication therapy management services.
- Inclusion of an individual who meets other criteria established by the third-party payment provider contract, policy, or plan.

### **4.4 Vendor Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall incorporate the following vendor requirements:**

- Vendor must provide annual reports to the general assembly detailing the costs, savings, estimated cost avoidance, return on investment, and patient outcomes related to the medication therapy management services provided.
- Vendor must guarantee demonstrated annual savings, including any savings associated with cost avoidance at least equal to the program's costs with any shortfall amount refunded to the State of Iowa.
- As a proof of concept in the program for the period beginning July 1, 2010 to June 30, 2011 the vendor must offer a dollar-for-dollar guarantee for drug product costs savings alone.
- Prior to entering into a formal contract between the State of Iowa and the vendor, the vendor must agree to the terms, conditions, and applicable measurement standards associated with the demonstration of savings.
- Vendor is prohibited from using vendor employees to provide the medication therapy management services and must contract with licensed pharmacies, pharmacists, or physicians.

### **4.5 Minimum Vendor Qualification**

The vendor must have current experience providing similar MTM Services to at least one other employer with 10,000 or more employees. Current public sector and union group experience is preferred.

### **4.6 Minimum Proposal Qualifications**

**4.6.1 Acceptance of Terms and Conditions.** Each vendor shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP, and all attachments. If the vendor objects to any term or condition, other than terms and conditions in the Attachment 1, Service Agreement, it shall note its objections on Attachment 2, Deviations Worksheet, making specific reference to the RFP page and section number(s) at issue. Proposed changes to Attachment 1 should be made in redline/strike-out form in Attachment 1. Objections or responses that materially alter the RFP shall be deemed non-responsive and shall disqualify the vendor.

## **SECTION 4: SERVICE REQUIREMENTS AND MINIMUM QUALIFICATIONS**

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**4.6.2 Transmittal Letter.** A transmittal letter is required. The transmittal letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include the vendor's mailing address, telephone number, fax number, and email address.

A request for confidential treatment of information shall be included in the transmittal letter. Any request for confidential treatment must comply with all requirements for such requests as by Section 2 of the RFP. The absence of a request for confidential treatment shall be construed to mean that no portion of the proposal is requested by the vendor to be kept confidential.

**4.6.3 Contents of Proposal.** The proposal submitted must respond to each section of the RFP. Specifically, the proposal must respond to each section of the RFP by restating the number and text of the requirement in sequence and writing the response immediately after the restated requirement indicating, where appropriate, that vendor has read, understands and will comply with the section or provide the required narrative response.

**4.6.4 Proposal Certification.** Each vendor will sign and submit a certification stating that the contents of the proposal are true and accurate. The substance and form of the proposal certification is included in Attachment 3 to the RFP. The proposal certification must be on the vendor's letterhead and signed by an individual with authority to legally bind the vendor. Failure to provide the certification required by this Section shall result in the rejection of the proposal as noncompliant.

**4.6.5 Certification of Independence and No Conflict of Interest.** As Attachment 4 to the Proposal, each vendor shall sign and submit a certification stating that the proposal was developed independently and that no relationship exists, or will exist during the service agreement period, between vendor and the State that interferes with, or might interfere with, fair competition or is, or might be, a conflict of interest. The substance and form of the certification of independence and no conflict of interest is included as Attachment 4 to the RFP. This certification must be on the vendor's letterhead and signed by an individual with authority to legally bind the vendor in service agreement. Failure to provide the certification required by this section shall result in the rejection of the proposal as noncompliant.

**4.6.6 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** As Attachment 5 to the Proposal, each vendor shall sign and submit with the proposal a certification stating that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing services or transactions by any federal or state department/agency. The substance and form of the certification regarding debarment, ineligibility, and voluntary exclusion is included as Attachment 5 to the RFP. This certification must be on the vendor's letterhead and signed by an individual with authority to legally bind the vendor in service agreement. Failure to provide the certification required by this section shall result in the rejection of the proposal as noncompliant.

## **SECTION 4: SERVICE REQUIREMENTS AND MINIMUM QUALIFICATIONS**

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**4.6.7 Authorization to Release Information.** As Attachment 6 to the Proposal, each vendor shall sign and submit with the proposal an authorization for the release of information to the State. The substance and form of the authorization is included as Attachment 6 to the RFP. This authorization must be on the vendor's letterhead and signed by an individual with authority to legally bind the vendor in service agreement. Failure to provide the authorization required by this section shall result in the rejection of the proposal as noncompliant.

**4.6.8 Errors and Omissions Insurance.** As Attachment 7 to the Proposal, each vendor must either provide a copy of a certificate of insurance (not a statement or policy number) showing errors and omissions coverage with a minimum limit of \$1,000,000 per occurrence; or demonstrate that the vendor has alternative mechanisms, either through self-funding or another mechanism, to indemnify the State from such errors and omissions with a minimum limit of \$1,000,000 per occurrence (e.g., a letter from an officer of the company confirming adequate protection). Failure to comply with this section will cause a proposal to be rejected.

If this requirement is met through the maintenance of "errors and omissions insurance", all certificates shall contain the following certification and cancellation terms in the same or substantially similar form:

"I hereby certify that I am an authorized representative of each of the insurance companies listed above, and the coverage afforded under the policies listed above will not be cancelled, materially changed, or allowed to expire unless sixty (60) days written notice has been received by the State of Iowa".

\_\_\_\_\_  
Name of Issuing Agency

\_\_\_\_\_  
Date of Issue of E&O insurance

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone Number

### **4.7 Iowa Registration**

The vendor must be qualified to do business in the State of Iowa and must be registered with the appropriate state authorities by the time the service agreement is signed.

## **SECTION 5: FORMAT AND CONTENT OF PROPOSAL**

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These instructions prescribe the format and content of the proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to the proposal format shall result in the disqualification of the proposal.

### **Instructions**

- All proposals should be prepared simply and economically providing a direct, concise delineation of the vendor's proposal and qualifications. Proposals must meet the criteria set forth in this Section.
- Proposals should be typed or printed on 8.5" x 11" paper.
- All pages of proposals should have consecutive page numbers.
- The vendor should also submit one copy of the proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material and to retain as much of the proposal as possible.
- All proposals should include a table of contents and appropriate page number references.
- All attachments must be provided in numbered order.



## **SECTION 8: COST QUOTE**

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### **6.1 Evaluation Process**

All proposals will be reviewed for compliance and qualification in terms of the service requirements and minimum qualifications. Following this initial review, an Evaluation Committee will review and score all compliant proposals as well as select finalists. The Evaluation Committee will prepare a recommendation as to the vendor that should be selected by the State.

The Evaluation Committee will review and evaluate technical proposals first, before reviewing cost proposals. The State reserves the right to award the service agreement not necessarily to the firm with the lowest cost but to the firm which will provide the best match to the needs and priorities of the State and its employees.

The Evaluation Committee will consider all information provided in the proposal when scoring proposals and may consider relevant information from other sources. The Evaluation Committee may, in addition to consideration of written proposals:

- Conduct interviews and hear personal presentations from the representatives of the vendors selected as finalists.
- Complete reference checks, visit vendor facilities, and take whatever additional actions are deemed appropriate in order to evaluate each vendor's service capabilities.
- Hold any additional meetings that may be required to negotiate a satisfactory service agreement.

The Evaluation Committee will assign points for each of the evaluation criteria set forth in Section 6.2. The Evaluation Committee will base the points on its assessment of the vendor's response to each section.

### **6.2 Evaluation Criteria and Scoring**

#### **6.2.1. Basis for Evaluating Proposals**

**A. Areas of review.** The selection of the vendor will be based on the State's evaluation of each vendor in the following areas:

- Ability to meet scope of services requirements;
- Past performance in administering MTM services;
- The professional experience and number of staff assigned to the State's account;
- The extent to which the requirements listed in all sections of this RFP are met or exceeded;
- Willingness to enter into a performance-based service agreement;
- Responses to the questions;

## SECTION 8: COST QUOTE

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- Demonstrated financial strength, organizational size, and organizational stability; and
- Cost

**B. Preference for Iowa-based companies.** In accordance with Iowa Code Section 18.6(10), preference will be shown to Iowa-based companies where proposals submitted are comparable in price and meet the required specifications.

### 6.2.2. Evaluation Criteria and Scoring

<b>A. Program Design</b>	<b>(300 Points)</b>
1. Program design and covered services	
2. Identification process of participants	
3. Notification process	
4. Program encounters	
5. Program results	
6. Voice response unit	
<b>B. Implementation &amp; Account Mgmt</b>	<b>(200Points)</b>
1. Administrative capability and suitability	
2. Proposed business plan	
3. Network development and management	
4. Proposed service agreement terms	
5. Payment processing and billing platform	
<b>C. Oversight &amp; Performance</b>	<b>(150 Points)</b>
1. Performance measures and quality assurance	
2. Technological capabilities and security measures	
3. Reporting capabilities	
<b>D. Experience</b>	<b>(100 Points)</b>
1. Experience with large organizations (10,000 or more)	
2. Experience with public-sector employers	
3. Experience with unionized work force	
<b>E. Organizational Qualifications</b>	<b>(50 Points)</b>
1. History	
2. Financial strength and stability	
3. Adequate size	
<b>F. Cost</b>	<b>(200 Points)</b>
<b>TOTAL</b>	<b>1,000 Points</b>

## **SECTION 8: COST QUOTE**

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### **6.3 Notification of Successful Vendor**

After award of the service agreement(s), all vendors will be notified of the successful vendor.

### **6.4 Verification of Proposal and Service Agreement Negotiation**

The vendors shall meet all applicable service agreement requirements imposed by this RFP and Iowa law. The successful vendor must, in a timely manner, enter into the service agreement with the State to implement the services contemplated by this RFP. It is expected that all such documentation will be executed within forty-five (45) days after the notification of the award. Failure of the successful vendor to agree to the terms of service agreement within that time period may be grounds for the State to award the service agreement to another compliant vendor.

## **SECTION 8: COST QUOTE**

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In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Include both the question and the answer in your proposal. An electronic copy of this questionnaire has been provided to facilitate your response. Reference should not be made to a prior response unless the question involved specifically provides such an option. Be sure to refer to the earlier sections of this RFP before responding to any of the questions, so that you have a complete understanding of all of the State's requirements with respect to the proposal.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate the deviation. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service indicate clearly: a) what you are currently unable to do; b) what steps will be taken (if any) to meet the requirement; c) the timetable for that process; and d) who will be responsible for the implementation, along with that person's qualifications.

Please include any additional information in your proposal that you consider useful to the State. However, responses to all of the questions set forth below must be provided.

## SECTION 8: COST QUOTE

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### 7.1 Company Organization, Strength and Experience

1. Provide a brief description of your organization, including your company history, organizational structure, services provided, and length of time the company has offered MTM services. Describe any pending agreements to merge or sell the company.
2. Do you provide MTM services to Part D Sponsors? If so through what product (MA-PD, PDP, other)?
3. Describe your experience with successfully implementing MTM programs within each of the following pharmacy settings: chains, independent pharmacies, consultant pharmacists, health-system pharmacy providers.
4. Vendors responding to this RFP must be able to substantiate their financial stability. Provide a copy of your most recent audited financial statement or other financial information as Attachment 8. Include, at a minimum, a Balance Sheet and a Profit and Loss Statement, together with the name and address of the bank(s) with which you conduct business and the public accounting firm(s) that audit your financial statements and the types and frequency of audits. Other sufficient information may include a written statement from a financial institution confirming the creditworthiness and financial stability of the vendor.
5. Is there any pending litigation against the company not disclosed in the most recently audited financial statements? If so, give details and provide an opinion of counsel that the pending litigation will not impair the company's performance.
6. Indicate whether your company has ever been a party to litigation regarding a service agreement or agreement to administer MTM services. If so, provide details of the specifics. Failure to disclose may constitute grounds for rejection of any proposal for termination of any service agreement.
7. State whether the vendor, its officers, agents or employees, who are expected to perform services under the State's service agreement, have been disciplined, admonished, warned, or had its license, registration, charter, certification, or any similar authorization to do business suspended or revoked for any reason.
8. In the table below, provide the number of eligible employees, participants, and employers for the geographic areas and time periods specified. For US categories, include Iowa data.

	US eligible	US participants	Iowa eligible	Iowa participants	US employers	Iowa employers
As of Jan 2008						
As of Jan 2009						
As of Jan 2010						

## SECTION 8: COST QUOTE

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9. What is the average size of your MTM clients (in terms of participants)? What is the size of your largest client (in terms of participants)?
10. State whether the vendor is a small business or certified targeted small business as defined in Iowa Code section 15.102.
11. What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect this plan in the event of a loss. Do you agree to furnish a copy of all such policies for review by legal counsel if requested?
12. Provide the following detailed information on a maximum of three (3) of the company's largest MTM clients. Public sector references of similar size to the State of Iowa are preferred.
  - a. Name of employer sponsoring plan
  - b. Date the service agreement began
  - c. MTM program inception date, if known
  - d. Number of individuals participating in the plan
  - e. Number of individuals eligible to participate
  - f. Administrative fee charged
  - g. Contact information (name, phone number, fax number, email address)
13. State whether, during the preceding three-year period, the vendor has been terminated by any large (>10,000 employees) client. If vendor has been terminated on any MTM service agreement, identify each such service agreement, provide a description of the facts and circumstances of the termination, and provide the name, address, and telephone number of a contact person with the entity with whom the vendor had the service agreement.

### 7.2 Implementation and Account Management

14. Describe the timetable and specific tasks involved to have your program operational for the July 1, 2010 implementation date prescribed by SF 2351. Include a detailed implementation plan and business plan or timeline.
15. Are you able to perform all of the services identified in section 4.1, Scope of Services? If no, which ones are you unable to perform and how do you plan to remedy the situation?
16. Designate the names, titles, location, telephone numbers, email addresses, and fax numbers of the following representatives of the company:
  - a. The key individuals representing your company during the proposal process;
  - b. The key individuals who will be assigned overall service agreement management;
  - c. The key individuals responsible for implementing the account; and
  - d. The key individuals responsible for day-to-day service.

## SECTION 8: COST QUOTE

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For the account service individuals listed above, provide brief biographical information, such as years of service with your company, experience as it relates to this proposal, and the number of clients for which they perform similar services.

17. Please describe how support from the vendor for this collaboration will occur. Describe what assistance will be available for development, implementation and ongoing maintenance of the program.

### 7.3 Program Design & Identification

18. Describe how your covered services address the following core elements of an MTM service as set forth by the APhA and NACDS Foundation:

- a. Medication Therapy Review
- b. Personal Medication Record
- c. Medication Action Plan
- d. Interventions and/or Referral
- e. Documentation and Follow-up

19. How are MTM services delivered? Mail, phone-based, face-to-face, other? Please provide a breakdown of all MTM services provided to-date.

Medication Therapy Management Services Delivered				
Type Of Service	Face-to-Face	Mail	Phone	Other (please describe)
% of MTM services performed to date (see examples)	(15%)	(55%)	(30%)	(N/A)

20. Does your organization's methodology for identifying members for the MTM program meet the minimum CMS requirements for all Medicare Part D plans?
21. How many chronic conditions must a member have to be eligible? Please also list the chronic conditions included for identification.
22. How many medications must the member take to be eligible?
23. What is the minimum annual covered charge threshold to be eligible?
24. Once identified, how long until a member is re-identified (triggering notifications, etc.)?

### 7.4 Notification

25. What is the frequency for which your organization contacts newly eligible members for MTM services (initial outreach)?

## SECTION 8: COST QUOTE

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26. What are the mediums utilized to contact eligible members for MTM services?
- a. In person at the point of pharmacy sale
  - b. In person at a physician's office
  - c. In person at a retail clinic (by nurse practitioner)
  - d. In person at a hospital (in-patient and out-patient)
  - e. Over the phone
  - f. Other (please describe)
27. Please confirm attachment of a template of your organization's initial MTM outreach notification language.

### 7.5 Encounters

28. Please list the recipients of your MTM interventions:
- a. Member
  - b. Provider
  - c. Member and Provider
  - d. Other (please describe)
29. Based on your book-of-business statistics, what percent of total encounters (excluding initial outreaches) fall into the following categories:
- a. In person at the point of pharmacy sale
  - b. In person at a physician's office
  - c. In person at a hospital (in-patient and out-patient)
  - d. Over the phone
  - e. Other (please describe)
30. Please list the 10 most common interventions based on your PY2009 book-of-business experience information.
31. Please list the top 5 providers of your organization's MTM services based on your PY2009 book-of-business experience information.
32. Can pharmacists be reimbursed for consultations driven by opportunities they identify? Please describe.
33. Do you have the ability to drive consults or interventions from medical and pharmacy data? If so, how? Please describe.
34. Are services delivered via appointment, at the point-of-sale, or both?



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### **7.6 Results**

Please respond to the following questions by providing answers based on your book-of-business experience for the prior three (3) plan years.

- 35. Please list the percentage of covered members who met your organization's MTM program criteria.
- 36. Please list the percentage of eligible members who actively participated in your organization's MTM program.
- 37. Please list the total number of prescriptions per covered member (PMPY).
- 38. Please list the total covered charges per covered member (PMPY) for prescription drugs (plan costs plus member out of pocket expenses).
- 39. Please list the total allowed charges per covered member (PMPY) for prescription drugs (paid costs plus member out of pocket expenses).

### **7.7 Reporting**

- 40. Does your organization follow CMS guidelines to calculate and report the required MTM program data elements to CMS?
- 41. Please confirm attachment of your organization's standard MTM data file layout.
- 42. Does your organization have online data reporting capabilities for clients?
  - a. How often is the data updated?
  - b. Are clients able to run customized queries?
  - c. Are standard reports posted (what is the frequency of updates)?
- 43. As Attachment 8, provide a sample of standard management reports that you would agree to provide the State. Include the timing and frequency of these reports.

### **7.8 Network Development & Management**

- 44. Explain the criteria for inclusion in your network.
- 45. What is the average time required to include an additional provider?
- 46. Please provide a copy of your provider contract.

## **SECTION 8: COST QUOTE**

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47. How many providers are included in your broad national network? Please list by provider category.
  - a. How many providers are included in the state of Iowa? Please list by provider category.
48. Please confirm you have attached a list by unique provider identifier of your broad national provider network in a Microsoft Excel format.
49. Does your organization permit network customization based on existing utilization patterns?
50. Does your provider contract(s) have a minimum contract period for which services must be rendered?
51. Are pharmacists in non-traditional pharmacy settings (e.g. consultant pharmacists, health-system pharmacists, etc.) allowed to participate in your network?
52. Can a pharmacist bill on behalf of more than one pharmacy, if necessary?
53. How do members identify a participating provider in their area?
54. Describe your experience in building an MTM network in a specific geographic area.
55. Are pharmacists required to complete a training program to become eligible to provide MTM services for your program? If yes, describe pharmacist training elements and processes.
56. Explain ongoing evaluation of and updates to the pharmacist training requirements.

### **7.9 Audit and Oversight**

57. Do you have established MTM policies and procedures? If yes, please include a copy of your MTM policy & procedure guide.
58. Describe the processes in place to prevent fraud, waste, and abuse.
59. If a Quality Assurance issue is identified with a provider, how are these problems resolved?
60. What MTM performance ratings and/or benchmarks are available to compare providers? What is your method for rewarding pharmacies with above average performance?

## SECTION 8: COST QUOTE

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61. How often does your organization audit your provider network for:
  - a. Financial accuracy
  - b. Billing and payment accuracy
  - c. Adherence to established policies and procedures
62. Does your organization permit a client or an independent third party acting on behalf of a client audit client claims experience?
63. Describe your quality assurance processes for MTM claims processing.

### 7.10 MTM System Security

64. Explain how the system meets HIPAA security and privacy requirements as it pertains to:
  - a. Website access and transmission of PHI.
  - b. Storage of PHI on all servers.
  - c. Storage of PHI elsewhere. I.E. USB keys, laptops, desktops, CDs, etc.
65. Is your system available 24 hours a day, 7 days a week? If not, what is the schedule of availability?
66. What measures do you have in place to ensure the highest possible availability of your MTM system?
67. What data do you require from State of Iowa (DAS)? Describe the fields, format, media and timeline requirements for each of the data requirements. How does your system utilize each of the data requirements?
68. What options do you have for PHI exchange with your clients and business partners, and how do you ensure PHI is protected for each option?
69. Please provide a current copy of your Business Continuity and Disaster Recovery plan(s).
70. What controls do you have in place limiting the electronic access to PHI?
71. Please describe your MTM system data destruction policies. This includes all electronic and magnetic media which previously stored PHI.

### 7.11 Payment Processing & Billing Platform

72. Please detail the payment cycle and reimbursement flow between a client, your organization, your network providers, and a covered member.
73. How often and when are payments processed?

## SECTION 8: COST QUOTE

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- 74. How are MTM claims documented and billed? Web-based, PC Software, Paper, etc.?
- 75. What data elements are captured when a pharmacist documents and bills an MTM claim?
- 76. What policies and procedures exist to ensure standardization across pharmacists when documenting and billing for an MTM service?
- 77. Are network providers charged a fee for use of the documentation and billing system?

### 7.12 Performance Guarantees and Metrics

- 78. How does your organization provide assurance to a client that they are deriving value from services procured from your organization?
- 79. Is your organization able to quantify the aggregate reduction in medication utilization stemming from excessive utilization, adverse drug events, polypharmacy, drug interactions, etc.?
  - a. If so, please list the calculation methodology;
  - b. What is the reconciliation process and period; and
  - c. How is your organization willing to guarantee this reduction?
- 80. Is your organization able to quantify the aggregate reduction in pharmacy covered charges (plan costs plus member out of pocket expenses) associated with your MTM services?
  - a. If so, please list the calculation methodology;
  - b. What is the reconciliation process and period; and
  - c. How is your organization willing to guarantee this aggregate reduction in total charges?
- 81. Is your organization able to quantify the aggregate reduction medical allowed charges (plan costs plus member out of pocket expenses)
- 82. What MTM performance ratings and/or benchmarks are available to compare providers? What is your method for rewarding pharmacies with above average performance?
- 83. Performance-based measures are required to be included in any State service agreement pursuant with Iowa Code section 8.47 (1). Will you agree to performance standards? Please provide your proposed standards, including categories, thresholds, and monetary impact.
- 84. Describe how you measure and track customer satisfaction. How is this information used?

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### 8.1 Vendor Fee Quotation Format

Vendors should provide a pricing proposal which outlines how contract costs will be determined. Pricing shall encompass startup and/or overhead costs which may include: development, recruiting, labor, hiring, training, supervision, project management and software/hardware. Please include:

The cost proposal must be submitted in a separate, sealed envelope.

### 8.2 Financial Information

1. The State of Iowa requires the MTM program to be effective July 1, 2010. Is your organization willing to accommodate this effective date?
2. The State of Iowa is seeking a contract term period of one (1) year with an option to continue coverage on a one (1) year basis for a total of six (6) years. Is your organization willing to accommodate this term period?
3. Please quote the aggregate annual fee for:
  - a. July 1, 2010 to June 30, 2011
  - b. July 1, 2011 to June 30, 2012
  - c. July 1, 2012 to June 30, 2013
  - d. July 1, 2013 to June 30, 2014
  - e. July 1, 2014 to June 30, 2015
  - f. July 1, 2015 to June 30, 2016
4. Please confirm these fees are guaranteed for each requested plan year.
5. Please demonstrate how your organization arrived at the aggregate annual fees requested in question #3 above; do the fees include costs for identification, initial notification, encounter services, start up costs, etc. and are the fees derived from a per capita pricing structure, a per encounter pricing structure, etc..
6. Any other costs that the State should be aware of with regards to this engagement?

The State of Iowa reserves the right to select specific services according to the prices provided by the vendor and amend the proposed service agreement accordingly.

## **Attachments**

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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This Service agreement for the administration of a medication therapy management program is between the State of Iowa, through the Iowa Department of Administrative Services, and \_\_\_\_\_ . The parties agree as follows:

### **SECTION 1. IDENTITY OF THE PARTIES**

**1.1** The State of Iowa, through the Department of Administrative Services (“DAS”), is authorized to enter into this Service agreement. DAS’s address is Hoover State Office Building, 1305 E Walnut St., Des Moines, IA 50319.

**1.2** Vendor information

### **SECTION 2. PURPOSE**

The parties have entered into this Service agreement for the purpose of retaining the Vendor to provide for the administration of a medication therapy management program.

### **SECTION 3. DURATION OF SERVICE AGREEMENT**

The term of this Service agreement shall be July 1, 2010 through June 30, 2011, unless terminated earlier in accordance with the Termination section of this Service agreement. DAS shall have the option to renew this Service agreement for up to five (5), one-year extensions, subject to the written agreement of the Vendor.

### **SECTION 4. DEFINITIONS**

The following words shall be defined as set forth below:

- 4.1 Service agreement** shall mean all parts of this Service agreement including, without limitation and by way of example, the first portion of this Service agreement and the exhibits and attachments to this Service agreement, the Request for Proposal, and the Vendor’s Response thereto.
- 4.2 Proposal** shall mean the response by the Vendor to the RFP No. 005-SOI-MTM, including any attachments, appendices, clarifications, addenda or other writings.
- 4.3 RFP** shall mean Request for Proposal No. 005-SOI-MTM, as issued by DAS on \_\_\_\_\_, including any attachments, appendices, clarifications, addenda or other writings.
- 4.4 State** shall mean the State of Iowa.

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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### **SECTION 5. SCOPE OF SERVICES**

#### **5.1 Scope of Services.**

The State of Iowa is seeking proposals from qualified companies to administer a Medication Therapy Management program effective July 1, 2010.

The State's program will allow for a clinical pharmacist to provide medication therapy management services through review of a list of medications the patient provides. The things the pharmacist shall be looking at include drug interactions, duplications of drugs from the same family, doses, routes of administration, and the formulary the patient is using. This review will also include evaluating medication habits to see where the participant may be able to optimize the benefit a participant receives.

The provision of the State's MTM services will require pharmacists to collaborate with both patients and prescribers to resolve medication-related complications. This program will allow each MTM-eligible participant a covered an annual Comprehensive Medication Review (CMR), inclusive of an interactive, person-to-person consultation. In addition to the annual Comprehensive Medication Review, quarterly targeted medication reviews are also required. Appropriate MTM services should also be provided on an ad hoc basis as medication-related complications are identified.

The Vendor shall provide the following services in accordance with the defined performance expectations as set forth below.

#### **5.2 Program Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall:**

- Ensure optimum therapeutic outcomes for targeted beneficiaries through improved medication usage
- Reduce the risk of adverse events
- Be developed in cooperation with licensed and practicing pharmacists and physicians
- Describe the resources and time required to implement the program if using outside personnel and establishes the fees for pharmacists or others
- Be furnished by pharmacists or other qualified providers
- Distinguish between services in ambulatory and institutional settings
- Be coordinated with any care management plan established for a targeted individual under a chronic care improvement program (CCIP)

#### **5.3 Member Eligibility Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall incorporate the following eligibility requirements:**



## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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- Inclusion of an individual who takes four or more prescription drugs to treat or prevent two or more chronic medical conditions
- Inclusion of an individual with a prescription drug therapy problem who is identified by the prescribing physician or other appropriate prescriber, and referred to a pharmacist for medication therapy management services.
- Inclusion of an individual who meets other criteria established by the third-party payment provider contract, policy, or plan.

### **5.4 Vendor Requirements**

**Any prospective MTM program to be implemented on behalf the State by the selected vendor shall incorporate the following vendor requirements:**

- Vendor must provide annual reports to the general assembly detailing the costs, savings, estimated cost avoidance, return on investment, and patient outcomes related to the medication therapy management services provided.
- Vendor must guarantee demonstrated annual savings, including any savings associated with cost avoidance at least equal to the program's costs with any shortfall amount refunded to the State of Iowa.
- As a proof of concept in the program the vendor must offer a dollar-for-dollar guarantee for drug product costs savings alone.
- Prior to entering into a formal contract between the State of Iowa and the vendor, the vendor must agree to the terms, conditions, and applicable measurement standards associated with the demonstration of savings.
- Vendor is prohibited from using vendor employees to provide the medication therapy management services and must contract with licensed pharmacies, pharmacists, or physicians.

### **5.5 Communication Materials and Forms.** Communication materials and forms regarding the Plan shall be designed, produced and distributed at the Vendor's expense and shall be filed with and approved in advance by the Plan Administrator. Forms to be provided by the Vendor shall be the State of Iowa Plan forms and other forms deemed necessary by the Plan Administrator to administer the provisions of the Plan.

The Vendor shall prepare drafts of all communication material including plan documents, summary plan descriptions, slide presentations, video presentations, flip charts, scripts and any other written and visual aids. Such drafts shall be submitted to the Plan Administrator for approval prior to use by the Vendor. All communication material prepared by the Vendor specifically for use with the State of Iowa Plan shall at all times be the property of the State of Iowa.

### **5.6 Industry Standards.** Services rendered pursuant to this Service agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Service agreement. In the absence of a detailed specification for the performance

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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of any portion of this Service agreement, the parties agree that the applicable specification shall be the generally accepted industry standard.

- 5.7 Personnel to Perform the Services.** As part of the consideration for this Service agreement, DAS is relying on the personal skills of the key individuals identified in the Vendor's proposal to perform the services described in the scope of services. The Vendor must receive DAS's written approval prior to making any substitutions of key personnel by the Vendor during the term of this Service agreement or any extensions thereof. In addition, DAS may prohibit any Vendor personnel or agents from performing services under this Service agreement if DAS reasonably determines that such individual's performance does not meet DAS's expectations.

### **SECTION 6. PERFORMANCE MEASURES & AUDITS**

**TBD**

### **SECTION 7. TERMINATION**

- 7.1 Termination for cause:** DAS may terminate the Service agreement resulting from this proposal at any time after (15) fifteen days written notice if the Vendor fails to carry out its provisions. Notwithstanding the above statement, the Vendor shall be paid promptly for services rendered up to the point of termination of the Service agreement.

DAS shall provide the Vendor with (15) fifteen calendar days' written notice of conditions endangering performance. If, after such notice, the Vendor fails to remedy the conditions contained in the notice, DAS may do one or more of the following:

- exercise any remedy provided by law; and
- terminate the Vendor's services.

Pursuant to Section 13.27, the Vendor shall not be considered to be in default under this Service agreement, nor shall monetary damages be assessed, if performance is delayed or made impossible by an act of God, or such other event that is beyond the reasonable control of the Vendor. In each such case, the delay or impossibility must be beyond the reasonable control of the Vendor.

Should DAS or the State obtain a money judgment against the Vendor as a result of a breach of this Service agreement, the Vendor consents to such judgment being offset against monies owed the Vendor by DAS or the State under this or any other agreement with DAS or the State.

Amounts due to DAS or the State as monetary damages may be deducted by DAS or the State from any money payable to the Vendor pursuant to this or any other agreement. DAS or the State shall notify the Vendor in writing of any claims for damages on or before the date DAS or the State deducts such sums from money payable to the Vendor.

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Should the Vendor consider DAS to be in default of its obligations, the Vendor shall issue a written notice of default providing for an agreed time frame in which DAS shall have an opportunity to cure, provided that the cure is possible and feasible. If after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

- 7.2 Termination for lack of funds:** Notwithstanding any other provisions of this Service agreement, if funds anticipated for continued fulfillment of this Service agreement are at any time not forthcoming or sufficient, either through the failure of the State to appropriate funds, or the discontinuance or material alteration of the program for which funds were provided, DAS shall give written notice as soon as practical documenting the lack of funding, discontinuance, or program alteration. Unless otherwise agreed to by the parties, the Service agreement shall be terminated on the last day for which appropriations are available.

In no event shall DAS be liable for the payment of unemployment compensation to the Vendor's employees. DAS shall not be liable for the payment of equipment purchase, lease, or rental amounts for which the Vendor may be obligated nor shall DAS be liable for the payment of any other obligation of the Vendor. Notwithstanding the above, the Vendor shall be paid promptly for services provided up to the point of termination of this Service agreement.

- 7.3 Termination at Will:** The State may terminate the Service agreement without penalty on any day by giving written notice to the Vendor at least 30 calendar days prior to the termination. Notwithstanding the above, the Vendor shall be paid promptly for services performed to the point of termination of this Service agreement.

The Vendor may terminate the Service agreement without penalty on any given day by giving written notice to DAS at least one hundred eighty (180) calendar days prior to the termination.

### **SECTION 8. CONFIDENTIAL INFORMATION**

- 8.1** The Vendor's employees, agents and approved subcontractors may have access to private or confidential data maintained by DAS or DAS's insurance carriers to the extent necessary to carry out its responsibilities under the Service agreement. The Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Service agreement. The Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Service agreement. The private or confidential data shall remain the property of DAS at all times.
- 8.2** No private or confidential data collected, maintained, or used in the course of performance of the Service agreement shall by the Vendor be disseminated to any third

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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party without the State's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the Vendor in breach hereof, (ii) is disclosed by the State to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to the Vendor on a nonconfidential basis from a source other than the State which the Vendor believes is not prohibited from disclosing such information to the Vendor by obligation to the State, (iv) is known by the Vendor prior to its receipt from the State without any obligation of confidentiality with respect thereto, or (v) is developed by the Vendor independently of any disclosures made by the State to the Vendor of such information. The Vendor must return any and all such private or confidential data collected by the Vendor in the course of the performance of the Service agreement in whatever form it is maintained promptly at the written request of DAS; provided, however, the Vendor may keep a copy and any notes or extracts related thereto in accordance with applicable professional standards and reasonable business practices subject to the confidentiality obligations contained herein.

- 8.3** The Vendor's obligation under this Service agreement shall survive termination of this Service agreement.

### **SECTION 9. INDEMNIFICATION FOR THIRD PARTY CLAIMS**

- 9.1 By the Vendor.** The Vendor agrees to indemnify, defend and hold harmless the State, its officers, and employees appointed and elected (the "State Entities") from any and all third party liabilities, damages, settlements, judgments, losses, claims, costs and expenses, including the reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or DAS, related to or arising from:

- 9.1.1** Any breach of this Service agreement; or
- 9.1.2** Any negligent or wrongful act or omission of the Vendor or any agent or subcontractors utilized or employed by the Vendor; or
- 9.1.3** Any failure by the Vendor to comply with Section 14.4 below (Compliance with the Law); or
- 9.1.4** Any failure by the Vendor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income, and other taxes, fees, or costs required by the Vendor to conduct business in the State of Iowa; or

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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**9.1.5** Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

**9.1.6** Any failure by the Vendor to adhere to the confidentiality provisions of this Service agreement.

### **9.2 Indemnification by DAS**

**9.2.1** DAS shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages, and liabilities arising directly out of this engagement, including, without limitation, the negligence or wrongful acts or omissions of any employee of DAS while acting within the scope of the employee's office of employment in connection with the performance of this Service agreement.

**9.2.2** At the option of DAS, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against DAS or such persons with respect to any claims, damages, judgments, liabilities, or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

**9.2.3** If DAS makes any indemnity payments pursuant to this Section and the person to or on behalf of who such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to DAS, without interest.

**9.3 Survival.** Indemnification obligation of the parties shall survive termination of this Service agreement.

## **SECTION 10. PROJECT MANAGEMENT AND REPORTING**

**10.1 Project Manager.** At the time of execution of this Service agreement, each party shall designate, in writing, a Project Manager to serve until the expiration of this Service agreement or the designation of a substitute Project Manager.

**10.2 Reports.** If any party has identified a problem in writing, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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- 10.2.1** Any event not within the control of the Vendor or DAS that accounts for the problem;
  - 10.2.2** Modifications to the Service agreement agreed to by the parties in order to remedy or solve the identified problem;
  - 10.2.3** Damages incurred as a result of any party's failure to perform its obligations under this Service agreement; and
  - 10.2.4** Any request or demand for services by one party that another party believes are not included within the terms of this Service agreement.
- 10.3 Problem Reporting Omissions.** Either party's acceptance of a problem report shall not relieve the other party of any obligation under this Service agreement or waive any other remedy under this Service agreement or at law or equity that other party may have. A party's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance under this Service agreement. Where other provisions of this Service agreement require notification of an event in writing, the written report shall be considered a valid notice or amendment for this Service agreement provided the parties required to receive notice are notified and any amendment is executed by the parties in conformance with the Section of this Service agreement relating to amendments.
- 10.4 Change Order Procedure.** DAS may at any time request a modification to the Scope of Services using a Change Order. The following procedures for a change order shall be followed:
- 10.4.1 Written Request.** DAS shall specify in writing (the "Change Order Request") the desired modifications to the same degree of specificity as in the original Scope of Services.
  - 10.4.2 The Vendor's Response.** The Vendor shall submit to DAS a time and cost estimate for the requested Change Order, if it agrees to perform such modified Scope of Services, or a written notice declining to agree to such Change Order within five (5) business days of receiving the Change Order Request.
  - 10.4.3 Acceptance of the Vendor Estimate.** If DAS accepts the estimate presented by the Vendor within five (5) business days of receiving the Vendor's response, the Vendor shall perform the modified services subject to the time and cost estimates included in the Vendor response. The performance or modified services by the Vendor shall be governed by the terms and conditions of this Service agreement.
  - 10.4.4 Adjustment to Compensation.** The parties acknowledge that a Change Order for this Service agreement may or may not entitle the Vendor to an equitable

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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adjustment in the Vendor's compensation or the performance deadlines under this Service agreement.

### **SECTION 11. LIMITATION OF LIABILITY BETWEEN THE PARTIES**

- 11.1** The Vendor expressly acknowledges that the State's benefit offerings are subject to legislative change by either the federal or state government. Should either legislative body enact measures that alter the benefit offerings, the Vendor shall not hold DAS liable in any manner for the resulting changes. DAS shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty-day period, the parties shall meet and make a good faith effort to agree upon changes to the Service agreement to address the legislative change. Nothing in this Subsection shall affect or impair DAS's right to terminate the Service agreement pursuant to the termination provisions.
- 11.2** The State agrees that the Vendor and its personnel shall not be liable to the State for any claims, liabilities, or expenses relating to this engagement, excluding any third party liability under Section 9 herein, for an aggregate amount in excess of the three times the fees paid by the State to the Vendor pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of the Vendor. In no event shall the Vendor or its personnel be liable to the State for punitive or exemplary damages relating to this engagement.

### **SECTION 12. WARRANTIES**

- 12.1 Construction of Warranties Expressed in this Service agreement with Warranties Implied by Law.** The Vendor represents and warrants that all the concepts, materials and Deliverables produced, or provided to DAS pursuant to the terms of this Service agreement, shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Deliverables.
- 12.2 Copyright, trademark.** The Vendor represents and warrants that the concepts, materials and the Deliverables and DAS's use of same and the exercise by DAS of the rights granted by this Service agreement shall not infringe upon any other work, other than material provided by the Service agreement to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.
- 12.3 Good faith, professional practices.** The Vendor represents and warrants that it shall perform all of the services hereunder in good faith and will use sound, professional practices in a competent and professional manner by knowledgeable, trained and qualified personnel.

## ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS

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- 12.4 Authority to service agreement.** The Vendor represents and warrants that it has full authority to enter into this Service agreement and that it has not granted and will not grant any right or interest to any person or entity.
- 12.5 Subcontractors.** DAS will not have any obligations with respect to the Vendor's service agreement obligations to its Vendors and subcontractors unless otherwise agreed to by DAS.
- 12.6 Owner of deliverables.** The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor, and any other materials, Deliverables, and methodologies used in connection with providing the services contemplated by this Service agreement.
- 12.7 Owner of property.** The Vendor represents and warrants that title to any property assigned, conveyed, or licensed to DAS is good and that transfer of title or license to DAS is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.
- 12.8 Solicitation.** The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Service agreement upon an agreement of understanding of commission, percentage, brokerage or contingency fee except bona fide employees maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to award this Service agreement without liability, or in its discretion, to deduct from the service agreement price or to otherwise recover, the full amount of such commission, percentage, brokerage or contingency.
- 12.9 Pricing.** The Vendor warrants that the prices in its Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor. No attempt has been made by the Vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

### SECTION 13. SERVICE AGREEMENT ADMINISTRATION

- 13.1 Independent Vendor.** The status of the Vendor shall be that of an independent Vendor. The Vendor, its employees, agents and any subcontractors performing under this Service agreement are not employees or agents of the State of Iowa or any agency, division, or department of the State. Neither the Vendor nor its employees shall be considered employees of DAS or the State of Iowa for federal or state tax purposes. DAS will not withhold taxes on behalf of the Vendor (unless required by law).
- 13.2 Incorporation of Documents.** Along with this document, the RFP, and amendments and written responses to vendors' questions (collectively RFP) and the Vendor's Proposal



## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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submitted in response to the RFP, form the Service agreement between the Vendor and the DAS and are incorporated herein by reference.

- 13.3 Order of Priority.** In the event of a conflict between the Service agreement, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Service agreement; (2) the RFP; (3) the Proposal.
- 13.4 Compliance with the Law.** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Service agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the mandatory, if any, use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Service agreement. DAS shall provide notice to the Vendor of potential violations of this subsection 14.4 should DAS become aware of such potential violations.
- 13.5 Amendments.** This Service agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Service agreement must be in writing and fully executed by the parties.
- 13.6 Third-Party Beneficiaries.** There are no third party beneficiaries to this Service agreement. This Service agreement is intended only to benefit the State, DAS, and the Vendor.
- 13.7 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Service agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Service agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the DAS or the State of Iowa.
- 13.8 Assignment.** Neither party may assign the Service agreement in whole or in part or any payment arising from the Service agreement without the other party's prior written consent and subject to such reasonable conditions and provisions, as such party may deem necessary; provided, however, that the Vendor may so assign to an affiliate, related entity or successor in interest to all or substantially all of the assets or business of the Vendor.
- 13.9 Use of Third Parties.** DAS acknowledges that the Vendor may service agreement with third parties for the performance of any of the Vendor's obligations under this Service agreement. All subcontractors shall be subject to prior approval by DAS. The Vendor may enter into these service agreements provided that the Vendor remains responsible

## ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS

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for all services performed under this Service agreement. All restrictions, obligations, and responsibilities of the Vendor under this Service agreement shall also apply to the subcontractors. DAS shall have the right to request the removal of a subcontractor from the Service agreement for good cause.

- 13.10 Integration.** This Service agreement represents the entire Service agreement between the parties. The parties shall not rely on any representations, or other statements or warranties that may have been made, which are not included in this Service agreement.
- 13.11 Headings or Captions.** The paragraph headings or captions used in this Service agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13.12 Not a Joint Venture.** Nothing in this Service agreement shall be construed as creating or constituting the relationship of a partnership, fiduciary relationship, joint venture, or other association of any kind of agent and principal relationship between the parties hereto. Each party shall be deemed to be an independent Vendor service agreement for services. No party, unless otherwise specifically provided for herein, has the authority to enter into any service agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Service agreement.
- 13.13 Joint and Several Liability.** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Service agreement, and for any default of activities and obligations.
- 13.14 Supersedes Former Service agreements or Agreements.** This Service agreement supersedes all prior Service agreements or Agreements between DAS and the Vendor for the services described in this Service agreement.
- 13.15 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of DAS and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Service agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 13.16 Notice**
- 13.16.1** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to DAS:

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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Plan Administrator  
Medication Therapy Management Program  
Department of Administrative Services  
Hoover State Office Building  
1305 E. Walnut, Level A  
Des Moines, IA 50319

If to the Vendor:

**13.16.2** Each such notice shall be deemed to have been provided the earlier of:

**13.16.2.1** At the time it is actually received; or,

**13.16.2.2** Within one (1) business day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

**13.16.2.3** Within five (5) business days after it is deposited in the U.S. Mail in the case of registered U.S. Mail as described above.

**13.16.3** From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**13.17 Cumulative Rights.** Except as specifically provided for herein, the various rights, powers, options, elections and remedies of any party provided in this Service agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**13.18 Severability.** If any provision of this Service agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Service agreement.

**13.19 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Service agreement.

**13.20 Authorization.** Each party to this Service agreement represents and warrants to the other parties that:

**13.20.1** It has the right, power, and authority to enter into and perform its obligations under this Service agreement.

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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**13.20.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of this Service agreement, and this Service agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principals of equity.

**13.21 Successors in Interest.** All the terms, provisions, and conditions of the Service agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**13.22 Audit and Examination of Records.** The Vendor agrees that the personnel of the State and the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to, and the right to examine, upon reasonable prior notice and during the Vendor's normal business hours at the Vendor's place of business, audit, excerpt and photocopy any directly pertinent daily time records and receipts for expenses (for items in excess of \$25) billed to DAS and any books, documents, papers, and records of the vendor necessary to verify accurate invoices or payments of this Service agreement. All daily time records relating to this Service agreement shall be retained for one (1) year following the date of final invoice or completion of any audit in progress, whichever is earlier. All invoices shall be retained for five (5) years following the date of final payment or completion of any audit in progress, whichever is later.

Compliance with this clause does not relieve the Vendor from retaining any records required by other laws or regulations of federal, state or local governmental units. The Vendor will not be eligible for additional payments from the State, for expenses incurred, to comply with the State's audit requirements set forth in this Section.

**13.23 Solicitation.** The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Service agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**13.24 Obligations beyond Service agreement Term.** This Service agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Service agreement. All obligations of DAS and the Vendor incurred or existing under this Service agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Service agreement.

**13.25 Counterparts.** The parties agree that this Service agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

## **ATTACHMENT 1 – SERVICE AGREEMENT TERMS AND CONDITIONS**

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- 13.26 Additional Provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by written agreement of the parties, and/or referred to herein; the same shall be deemed incorporated herein by reference.
- 13.27 Delay or Impossibility of Performance.** The Vendor shall not be in default under this Service agreement if performance is delayed or made impossible by circumstances or causes beyond its reasonable control, including, without limitation, an act of God, flood, fire, governmental action, war, violence, terrorism, failure to cooperate by any third party (other than a subcontractor of Vendor) or the State, or similar events. In each such case, the delay or impossibility must be beyond the reasonable control and without the fault or negligence of the Vendor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of this Service agreement.
- 13.28 Insurance Requirements.** The Vendor shall maintain adequate insurance to fulfill its duties under this Service agreement, including the duty to indemnify the State and DAS pursuant to Section 9 above.

### **SECTION 14. PRICING & BILLING**

TBD

### **SECTION 15. EXECUTION**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Service agreement and have caused their duly authorized representatives to execute this Service agreement.

**Department of Administrative  
Services**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_

By: \_\_\_\_\_

## ATTACHMENT 2 – DEVIATIONS WORKSHEET

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Section No.	Service	Steps to be Taken	Timetable to Remedy	Responsible Party	Additional Comments

### **ATTACHMENT 3 – PROPOSAL CERTIFICATION**

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May 21, 2010

Sheryl Jensen  
Department of Administrative Services  
1305 E Walnut St  
Des Moines IA 50319

**RE: Request for Proposals – Medication Therapy Management Program  
(005-SOI-MTM)**

**-PROPOSAL CERTIFICATION-**

Ms. Jensen:

I certify that the contents of the proposal submitted on behalf of (Name of Vendor) in response to the State of Iowa Request for Proposals – Medication Therapy Management Program, are true and accurate. I also certify that (Name of Vendor) has not made any knowingly false statements in this proposal.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ATTACHMENT 4 – CERTIFICATION OF INDEPENDENCE AND NO  
CONFLICT OF INTEREST**

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May 21, 2010

Sheryl Jensen  
Department of Administrative Services  
1305 E Walnut  
Des Moines IA 50319

**RE: Request for Proposals – Medication Therapy Management Program  
(005-SOI-MTM)**

**- CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST -**

Ms. Jensen:

By submitting a proposal in response to the State of Iowa Request for Proposals – Medication Therapy Management Program, the undersigned certifies the following:

- 1 The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
- 2 The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
- 3 Unless otherwise required by law the information found in this proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the service agreement, directly or indirectly to any other vendor.
- 4 No attempt has been made or will be made by (Name of Vendor) to induce any other vendor to submit or not submit a proposal for the purpose of restricting competition.
- 5 No relationship exists or will exist during the service agreement period between (Name of Vendor) and the State of Iowa that interferes with fair competition or that would create a conflict of interest.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT 5 – CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION**

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May 21, 2010

Sheryl Jensen  
Department of Administrative Services  
1305 E Walnut  
Des Moines IA 50319

**RE: Request for Proposals – Medication Therapy Management Program  
(005-SOI-MTM)**

**- CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION -**

Ms. Jensen:

By submitting a proposal in response to the State of Iowa Request for Proposals – Medication Therapy Management Program, the undersigned certifies the following:

1. I certify that to the best of my knowledge, (Name of Vendor) and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or service agreement under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for other criminally or civilly charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the State of Iowa has relied when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the State may pursue available remedies including suspension, debarment, or termination of the service agreement.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **ATTACHMENT 6 – AUTHORIZATION TO RELEASE INFORMATION**

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May 21, 2010

Sheryl Jensen  
Department of Administrative Services  
1305 E Walnut  
Des Moines IA 50319

**RE: Request for Proposals – Medication Therapy Management Program  
(005-SOI-MTM)**

### **- AUTHORIZATION TO RELEASE INFORMATION -**

Ms. Jensen:

The undersigned hereby authorizes the State of Iowa to obtain information regarding its performance on other service agreements, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful vendor in response to Request for Proposals – Medication Therapy Management Program.

The undersigned hereby releases, acquits, and forever discharges the State of Iowa, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful vendor in response to Request for Proposals – Medication Therapy Management Program.

The undersigned hereby authorizes representatives of the State to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to Request for Proposals – Medication Therapy Management Program.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any service agreement, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful vendor in response to Request for Proposals – Medication Therapy Management Program.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title